

Remarks

Reconsideration of this Application is respectfully requested.

Upon entry of the foregoing amendment, claims 1-5, 8, 9, 11, 13-15, 21-28 and 30-32 are pending in the application, with claims 1 and 21 being the independent claims. Claims 1, 21, and 30 are sought to be amended. Claims 19-20 are sought to be cancelled without prejudice to or disclaimer of the subject matter therein, as being directed to a non-elected Group. Applicants reserve the right to prosecute similar or broader claims, with respect to the amended and cancelled claims, in the future. These changes are believed to introduce no new matter, and their entry is respectfully requested.

Based on the above amendment and the following remarks, Applicants respectfully request that the Examiner reconsider all outstanding objections and rejections and that they be withdrawn.

Rejections under 35 U.S.C. § 101

Claims 1-5, 8-9, 11, and 13-15 are rejected under 35 U.S.C. 101 as allegedly not being directed to statutory subject matter. Applicants respectfully traverse.

Without acquiescing to the propriety of the rejection, claim 1 has been clarified to clearly tie each process to a particular machine in a statutory class. For these reasons, claim 1 recites statutory subject matter. Claims 2-5, 8-9, 11, and 13-15 depend on claim 1 and are statutory for at least the reasons set forth for claim 1 and further in view of their own respective features.

Rejections under 35 U.S.C. § 112

Claim 1 is rejected under 35 U.S.C. § 112, second paragraph as allegedly being indefinite.

First, with regards to the Examiner statements on page 3-4 of the Office Action, without acquiescing to the propriety of the rejection, Applicants have clarified the claims. Based on the amendments, Applicants respectfully request the Examiner reconsider and withdraw this portion of the rejection.

Second, the Examiner also rejects claim 1 due to the use of the term "financing fee." Applicants respectfully traverse. The Office Action says:

The Examiner is unclear if these financing fee that the buyer [seller?] receive for payment in a shorter time be defined as a "discount" for not paying early not a "financing fee." The Examiner should take the "financing fee" to mean a discount.

(Office Action, page 4.) Applicants respectfully submits that the embodiment recited in claim 1, read in light of the specification, provides ample definition of the term "financing fee".

Third, the Examiner rejects claim 1 as:

Claim 1 recites "on a computer, receiving, from the buyer, an approval to pay the supplier's invoice using the financial account... "on a computer, receiving, from the seller, a request to receive payment on the invoice on a second date corresponding ..". The Examiner is unclear as the interaction from the claim language that the payment from or to the buyer and seller are dealing with the same contract or invoice. Furthermore, "the seller" lacks antecedent basis.

(Office Action, page 4.) As best as Applicants can understand this rejection, Applicants submit that the claim amendments herein overcome the rejection.

For these reasons, Applicants respectfully request that the rejection of claim 1 under 35 U.S.C. § 112, second paragraph, be reconsidered and withdrawn.

Objection to the Claims

Claim 30 is objected to due to an informality. Claim 30 is amended herein to overcome the rejection.

Rejections under 35 U.S.C. § 103

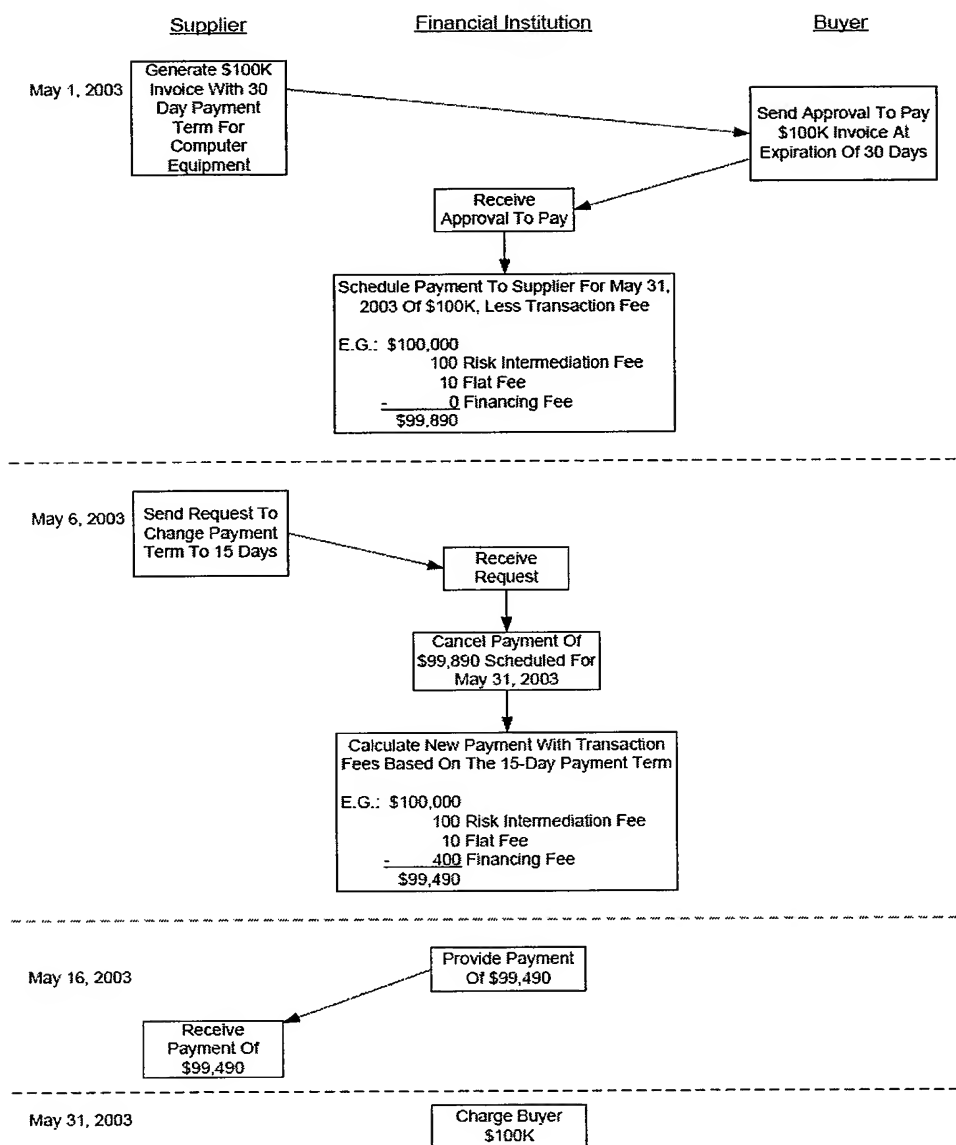
Claims 1-5, 11, 21-25 and 28 are rejected under 35 U.S.C. §103(a) as being allegedly unpatentable over U.S. Patent Publication No. 2005/0027654 to Adrian ("Adrian") in view of U.S. Patent Publication No. 2003/0033216 to Benshemesh ("Benshemesh"). Applicants respectfully traverse the rejection, and the Examiner's response to Arguments on page 12 of the Office Action.

Claims 1 and 21

Claims 1 and 21 recite features that distinguish over the applied references. For example, claims 1 and 21 recite, using respective language, first and second payment terms and first and second financing fees. The buyer is charged on a "first date corresponding to the first payment term, wherein the first payment term has a corresponding first financing fee." However, the seller receives "a payment for the invoice from the financial account on the second date, the payment corresponding to the second financing fee." Moreover, "second payment term is shorter than the first payment term," and "the second financing fee is greater than the first financing fee." In this way, the date the buyer is charged is effectively decoupled from the date the seller is paid.

The Examiner may be misunderstanding the claims. The claims recite sellers receiving advance payment (payment ahead of its negotiated terms) without having to renegotiate its contract with the buyer. Based on certain statements made by the Examiner, Applicants are concerned that the Examiner may be interpreting the claims as requiring that the buyer receive a discount. (See, e.g., Office Action, page 4.) However, the claims, as read in light of the various embodiments of the instant specification, do not recite a discount. *See, e.g., the instant Specification at paragraph 0043.*

Thus, as recited in claims 1 and 21, sellers can receive advance payment (payment ahead of its negotiated terms) without having to renegotiate its contract with the buyer. A diagram based on this example was presented previously in the Examiner interview on June 6. The diagram is reproduced below for the Examiner's convenience.



The Applied References Lack the Distinguishing Features

The Examiner concedes that "Adrian does not expressly disclose a method for processing a payment having a variable payment term from a financial account." (Office Action, page 5.) Instead, the Examiner relies on Benshemesh for those features. The Examiner seems to inadvertently mix the role of the buyer and the seller, as recited in the claims. The Examiner cites to paragraphs 37 and 38 of Benshemesh, which describe FIGs. 5 and 6. FIG. 5 is reproduced below.

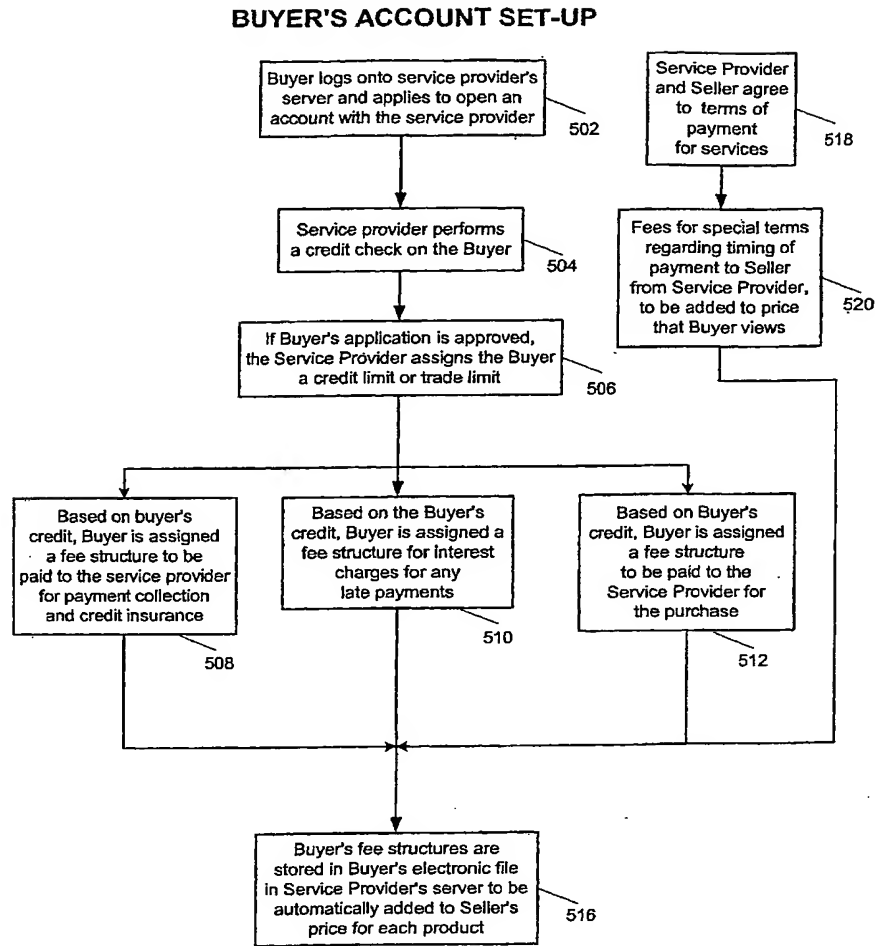


FIGURE 5

FIGs. 5 and 6 of Benshemesh teach determining and uploading an initial price for the Buyer based on a Buyer's credit and other factors. The initial price may include "fees for special terms regarding the timing of payment to Seller from Service Provider" at step 520.

First, Benshemesh, at best, only teaches setting an initial price according to a payment term and does not teach or suggest a variable payment term. (See claim 1 ("receiving a request to receive payment on a second date corresponding to a second payment term, wherein the second term is shorter than the first payment term").)

Second, even if Benshemesh did teach variable pricing and payment terms (which it does not), the Benshemesh's fee associated with payment terms is applied to the

wrong side of the transaction, with respect to the claims. Benshemesh's fee associated with the payment term is applied to the Buyer's price. Presumably, the longer the payment term, the greater the Buyer is charged. In contrast, the claims recite a second financing fee deducted from an amount *paid to the Seller*. (See claim 1 ("providing, to the supplier, a payment for the invoice from the financial account on the second date, the payment corresponding to the second financing fee").) In contrast to what is claimed, the amount the Buyer pays in Benshemesh remains fixed at the initial payment term associated with invoice and its first payment term. In short, Benshemesh does not teach or suggest the claimed allowing of sellers to receive advance payment (payment ahead of its negotiated terms) without having to renegotiate its contract with the buyer as described in the claims.

Thus, since Benshemesh cannot be used to cure the deficiencies of Adrian, claim 1 is not obvious over Adrian and Benshemesh. Claim 21 is analogous to claim 1, and is patentable for at least the reasons provided for claim 1. Claims 2-5, 11, 22-25 and 28 respectively depend on claims 1 and 21, and are patentable over Adrian and Benshemesh for at least the reasons provided for claim 1, and further in view of their own respective features.

Applicants respectfully request reconsideration and withdrawal of the rejection of claims 1-5, 11, 21-25 and 28.

Dependent Claims 8, 9, 13-15, 26, 27, and 30-32

Claims 8, 15, 26 and 32 are rejected under 35 U.S.C. §103(a) as being allegedly unpatentable over Adrian in view of Benshemesh, and in further view of U.S. Patent Publication No. 2005/0144125 by Erbey et al. ("Erbey"). Applicants traverse.

As mentioned above, neither Adrian nor Benshemesh teach or suggest at least the above noted distinguishing features of claims 1 and 21 related to variable payment terms. Erbey is not used by the Examiner to teach or suggest, nor does Erbey teach or suggest, at least those distinguishing features. Thus, as Erbey cannot be used to cure the deficiencies of Adrian and Benshemesh, claim 1 and 21 are not obvious over the combination of Adrian, Benshemesh and Erbey. Claims 8, 15, 26 and 32 depend on

claims 1 and 21, and are not obvious over Adrian, Benshemesh and Erbey for at least the reasons set forth for claims 1 and 21, and further in view of their own respective features.

Claims 9 and 27 are rejected under 35 U.S.C. §103(a) as being allegedly unpatentable over Adrian in view of Benshemesh and further in view of Erbey and U.S. Patent No. 6,167,385 to Hartley-Urquhart ("Hartley-Urquhart"). Applicants traverse.

As mentioned above, neither Adrian, Benshemesh, nor Erbey teach or suggest the above noted distinguishing features of claims 1 and 21 related to variable payment terms. Hartley-Urquhart is not used by the Examiner to teach or suggest, nor does Hartley-Urquhart teach or suggest, those features either. Thus, as Hartley-Urquhart cannot be used to cure the deficiencies of Adrian, Benshemesh and Erbey, claim 1 and 21 are not obvious over the combination of Adrian, Benshemesh, Erbey, and Hartley-Urquhart. Claims 9 and 27 depend on claims 1 and 21 and are not obvious over Adrian, Benshemesh, Erbey and Hartley-Urquhart for at least the reasons set forth for claims 1 and 21, and further in view of their own respective features.

Claims 13-14 and 30-31 are rejected under 35 U.S.C. §103(a) as being allegedly unpatentable over Adrian in view of Benshemesh and further in view of Hartley-Urquhart. Applicants traverse.

As mentioned above, neither Adrian, Benshemesh, nor Hartley-Urquhart teach or suggest the features of claims 1 and 21 related to variable payment terms, and claim 1 and 21 are not obvious over the combination of Adrian, Benshemesh, and Hartley-Urquhart. Claims 13-14 and 30-31 depend on claims 1 and 21 and are not obvious over Adrian, Benshemesh, and Hartley-Urquhart for at least the reasons set forth for claims 1 and 21 and further in view of their own respective features.


Conclusion

All of the stated grounds of objection and rejection have been properly traversed, accommodated, or rendered moot. Applicants therefore respectfully request that the Examiner reconsider all presently outstanding objections and rejections and that they be withdrawn. Applicants believe that a full and complete reply has been made to the outstanding Office Action and, as such, the present application is in condition for allowance. If the Examiner believes, for any reason, that personal communication will expedite prosecution of this application, the Examiner is invited to telephone the undersigned at the number provided.

Prompt and favorable consideration of this Amendment and Reply is respectfully requested.

Respectfully submitted,

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